

[ATTORNEYS IDENTIFIED ON SIGNATURE PAGE]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

TILE, INC.,

Plaintiff,

v.

TRACKR, INC., and CHRISTOPHER
HERBERT,

Defendants.

Case No.: 3:16-cv-05963-HSG

**STIPULATION OF DISMISSAL WITH
PREJUDICE BETWEEN TILE, INC., TRACKR,
INC., AND CHRISTOPHER HERBERT, AND
ORDER**

FENWICK & WEST LLP
ATTORNEYS AT LAW
MOUNTAIN VIEW

Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), Plaintiff Tile, Inc. (“Tile”), Defendant TrackR, Inc. (“TrackR”) and its CEO and co-founder, Defendant Christopher Herbert (collectively, “Defendants”), by their undersigned counsel, hereby stipulate and agree to the following Stipulation of Dismissal (the “Dismissal Stipulation”) of the above-entitled action (“Lawsuit”):

1. This Court has jurisdiction over the parties to this Dismissal Stipulation and the subject matter of this action for a period of three (3) years of the Dismissal.

2. The parties have reached a confidential settlement agreement relating to the issues raised in the Lawsuit.

3. Pursuant to that confidential settlement agreement, the Lawsuit, including all claims therein, shall be dismissed in its entirety, with prejudice.

4. The Court shall retain jurisdiction of the subject matter and the parties to enforce the confidential settlement agreement entered into between the parties and to address any request for injunction based on the settlement agreement.

5. The parties are not seeking an award of costs or attorneys’ fees.

IT IS SO STIPULATED.

Consent to the entry of the foregoing dismissal with prejudice is hereby acknowledged.

Dated: March 22, 2017

By: /s/ Patrick E. Premo

Patrick E. Premo

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1 Dated: March 22, 2017

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15 TRACKR, INC. and

16 CHRISTOPHER HERBERT

17 **ATTESTATION PURSUANT TO GENERAL ORDER 45**

18 I, Patrick E. Premo, attest that concurrence in the filing of this document has been
19 obtained from any signatories indicated by a “conformed” signature (/s/) within this e-filed
20 document. I declare under penalty of perjury under the laws of the United States of America that
21 the foregoing is true and correct.

22 Dated: March 22, 2017

23 FENWICK & WEST LLP

24 By: /s/ Patrick E. Premo

25 Patrick E. Premo

26 Attorneys for Plaintiff

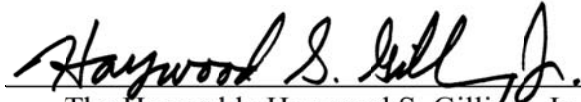
27 TILE, INC.

ORDER**PURSUANT TO STIPULATION, IT IS SO ORDERED AND ADJUDGED THAT**

the above-captioned action, including all claims, is hereby dismissed in its entirety, with prejudice and without costs to any party.

This Court shall retain personal and exclusive jurisdiction over Tile, TrackR, and Christopher Herbert for the limited purpose of enforcing or interpreting any portion of the Settlement Agreement between Tile and TrackR and Christopher Herbert for a period of three (3) years from this Dismissal. Said jurisdiction may be invoked by or against any party hereto by filing a limited request to re-open Case No. 3:16-CV-05963-HSG, where the request shall specifically identify the Settlement Agreement provision in question and the nature of the dispute or disagreement.

Dated: March 23, 2017



The Honorable Haywood S. Gilliam, Jr.
United States District Judge